

In The United States Court of Appeals

For the Ninth Circuit

RECONSTRUCTION FINANCE COR-
PORATION, a corporation,

Appellant,

vs.

M. W. MOUAT, as trustee of an express
trust, M. W. MOUAT, and M. W. MOUAT
as Administrator of the Estate of May Paula
Mouat, deceased,

Appellees,

and

M. W. MOUAT, as trustee of an express
trust, M. W. MOUAT, and M. W. MOUAT
as Administrator of the Estate of May Paula
Mouat, deceased,

Appellants,

vs.

RECONSTRUCTION FINANCE COR-
PORATION, a corporation,

Appellee.

Reply Brief of M. W. Mouat, et al., Appellants

APPEARANCES:

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**Reply to Brief of
Reconstruction Finance Corporation
On Mouats' Appeal**

The RFC comments in a footnote that Mouats "do not base any argument on the provision that anything remaining on the property more than six months after termination shall conclusively be deemed abandoned to lessors."

We are not prone to argue for the self-evident. Mouats specified the Trial Court's failure to enforce it as error,

Specification No. 5, Br. 15. It is so apparent that argument might irk the Appellate Court.

One fallacy of the Brief of RFC is that under Montana law the buildings on the leasehold were real estate. They become the property of the lessors the day the lease terminated, February 28, 1946—March 1, 1946, unless there were a special written privilege to remove them. There was none.

Hauf vs. School District No. 1, 52 Mont. 395; 158 Pac. 315.

We do not recall ever seeing a conveyance of land, no matter how far the value of the building on it exceeded the value of the bare land, where the description was more than of the land, without mention of the building.

We ask leave to add to Mouats' first brief on their appeal, on the question of the measure of damages for strip, after the lease ended on notice from RFC;

Slane vs. Curtis (Wyo.) 286 Pac. 372.
Rehearing denied, 288 Pac. 12.

The injured party is entitled to have the most favorable rule enforced.

Park vs. Northport S. & R. Co., (Wash.) 92 Pac. 442.

15 Amer. Jur., Damages, 116, p. 526.

No other rule has been suggested by RFC in this Court, or in the Trial Court.

Respectfully submitted,

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